

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

KIPLING APPAREL CORP.,

Plaintiff,

-against-

JOHN DOES 1-30, JACK DOES 31-60 and JANE
DOES 61-100




Defendants.







Civil Action No. 16-8360

PERMANENT INJUNCTION AND FINAL JUDGMENT ON CONSENT

WHEREAS, on October 27, 2016, Kipling Apparel Corp. ("Kipling") commenced a lawsuit, under seal, in this Court, entitled *Kipling Apparel Corp. v. John Does 1-30, Jack Does 31-60 and Jane Does 61-100*, Case No. 16-cv-8360 (the "Action");

WHEREAS, Kipling is the owner of numerous trademarks and trade dress for product designs (the "Kipling Trademarks"), including but not limited to the following trademarks registered with the United States Patent and Trademark Office:

Registration Number	Trademark	Word mark	Goods and Services
4816387	KIPLING	Kipling	Metal locks for luggage; passport cases; pen or pencil holder; towels
4814427		Kipling Make Happy	Retail store services featuring bags and related accessories; online retail store services and mail order retail store services featuring bags and related accessories
4708413		Kipling	Metal locks for luggage; passport cases; pen or pencil holders; towels
4708411		Kipling	Passport cases; pen or pencil holders

4537944	KIPLING	Kipling	Jackets
4455299		Kipling Kipling	Jackets
3397799		Kipling	Retail store and wholesale store services in the field of handbags, luggage and related accessories; providing consumer product and dealer information via the internet
2945417	KIPLING	Kipling	travel cases; suitcases; school bags; bags, namely, all purpose sport bags, bags for campers, bags for climbers, cosmetic bags sold empty, duffel bags, clutch bags, handbags, travel bags; and backpacks
2159124		Kipling	Clothing, namely, T-shirts
1952994		Kipling	Traveling trunks and traveling bags, handbags, school bags, athletic sport bags, make-up bags sold empty, toilet cases sold empty, suitcases, attaché cases, book bags, rucksacks, backpacks, waist packs, key cases, pocket wallets, purses, and umbrellas
1889891		Kipling Kipling	Traveling bags; handbags; schoolbags; all purpose sports bags; cosmetic bags sold empty; vanity cases sold empty; suitcases; carrying cases for books, stationery, clothing and shoes; rucksacks; backpacks; waist packs; bags for board games and card games; key cases; pocket wallets and purses
1511776		Kipling Back To The Bag	Handbags, suitcases and wallets

WHEREAS, on November 10, 2016, the Honorable John G. Koeltl entered a Temporary Restraining Order; Seizure Order; Expedited Discovery Order; Order to Show Cause for

Preliminary Injunction; Substitute Custodian Order; and Order Confirming Bond (the "Order") pertaining to Jack Doe Defendant Go & Go Trading Inc., located at 10 West 27th Street, New York, New York 10001 ("Go & Go Trading");

WHEREAS, on November 15, 2016, a seizure and sequester of goods being offered for sale by Go & Go Trading occurred (the "Seized Goods");

WHEREAS, Kipling's counsel remains in custody of the Seized Goods;

WHEREAS, Kipling and Go & Go Trading have been afforded the opportunity to consult with, and have consulted with, attorneys of their own choice in connection with the entry of this Permanent Injunction and Final Judgment on Consent, and having relied upon the advice of such attorneys in consenting to this Permanent Injunction and Final Judgment on Consent, and having entered into a Settlement Agreement (the "Agreement") dated ~~December~~, 2016, providing, *inter alia*, for the entry of this Permanent Injunction and Final Judgment on Consent;

WHEREAS, Kipling and Go & Go Trading each consent to the entry of this Permanent Injunction and Final Judgment on Consent; and

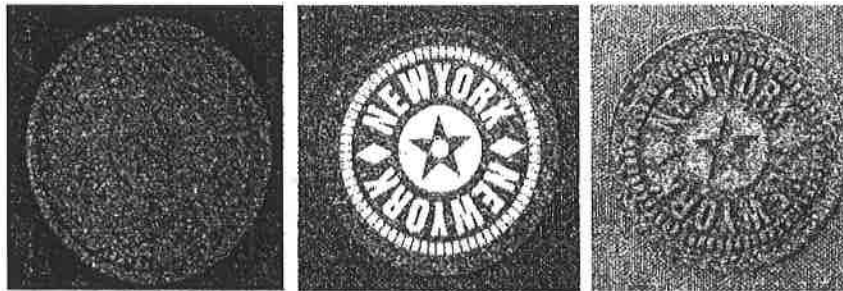
WHEREAS, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over Defendants, and venue in this action being proper in this judicial district;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, that

1. Go & Go Trading, their principals, directors, officers, employees, affiliates, divisions and subsidiaries, successors and assigns, and all others acting in direct and/or indirect concert or participation with them, be and hereby are **PERMANENTLY ENJOINED** and **RESTRAINED** from:
 - (a) the import, export, design, manufacture, advertisement, distribution, offer for sale, sale, promotion, marketing, or display of any goods bearing any unauthorized

reproductions, counterfeits, copies or colorable imitations of the Kipling Trademarks and/or any marks confusingly similar thereto, either individually or in conjunction with other words, marks or designs; and

- (b) the use of the Kipling Trademarks or marks confusingly similar thereto in connection with the sale, offer for sale, display, advertising, promotion, or marketing of any products, including, but not limited to, storefront displays, in printed materials, oral representations, or online content such as websites, keyword search advertising and meta-tags.
2. For purposes of this Permanent Injunction, the following marks, irrespective of color(s), are examples of marks constituting an unauthorized reproduction, copy, counterfeit or colorable imitation of any one or more of the Kipling Trademarks or any mark substantially indistinguishable from or confusingly similar to any one or more of the Kipling Trademarks:




3. Go & Go Trading is ordered, within seven days of the entry of this Permanent Injunction and Final Judgment on Consent, to deliver all goods, appliques, labels, signs, prints, packages, wrappers, receptacles, and advertisements in the possession of Go & Go Trading, bearing or comprising any unauthorized reproductions, counterfeits, copies or colorable imitations of the Kipling Trademarks and/or any marks confusingly similar thereto, including, but not limited to, goods bearing the three exemplar marks set forth in paragraph 2 and/or marks similar thereto, and all plates, molds, matrices, and other means of making the same, to Kipling or its designee for destruction; and Kipling is authorized to destroy the Seized Goods. An officer of Go & Go Trading shall file with this Court a certificate of compliance with the requirements of this paragraph (the "Certificate of Compliance").
4. Go & Go Trading, their principals, directors, officers, employees, affiliates, divisions and subsidiaries, successors and assigns acknowledge the validity of the Kipling Trademarks and shall not contest the validity of such trademarks or Kipling's ownership rights therein in any future proceeding between the parties. Further, Go & Go Trading shall not contribute to, assist in, or induce or encourage any other individuals and/or entities to challenge or infringe the Kipling Trademarks.
5. This Court retains jurisdiction of this action for the purpose of enforcing the provisions of this Permanent Injunction and Final Judgment on Consent by way of contempt or otherwise.
6. The parties waive appeal of this Permanent Injunction and Final Judgment on Consent.
7. Each party to this Permanent Injunction and Final Judgment on Consent shall bear its own costs, expenses and attorneys' fees in this action.

8. This Permanent Injunction and Final Judgment on Consent shall operate as the final judgment in this action as to Go & Go Trading.

Dated: New York, New York
December 18, 2016

SO ORDERED:


United States District Judge

*This final judgment as to Go & Go Trading
should be entered pursuant to Fed. R. Civ. P. 54(c)
because there is no just reason for delay.*

per G/K/slp
U.S.D.J.

12/19/16

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Subject Kipling Apparel Corp. v. John Does 1-30, et al.; Civil Action No.

10 page(s) (including cover)

Please see attached.

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